

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING UNRATED		PAGE OF PAGES 1 47	
2. CONTRACT (Proc. Inst. Ident.) NO. N00014-21-C-2025				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300907421	
5. ISSUED BY CODE		N00014		6. ADMINISTERED BY (If other than Item 5) CODE		S4402A	
Office of Naval Research (BD252) Elizabeth Amare (703) 696-6680 elizabeth.amare@navy.mil 875 N. Randolph Street Arlington VA 22203-1995				DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843 SCD-C			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Energetic Materials & Products, Inc. Attn: Richard Johnson 1413 BRANDI LANE ROUND ROCK TX 786814101				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Sec. G	
CODE 4EWG8		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		N00014		12. PAYMENT WILL BE MADE BY CODE		HQ0339	
The Office of Naval Research Attn: Brian Almquist, Code 32 brian.almquist@navy.mil 875 North Randolph Street Arlington, VA 22203				DFAS COLUMB WEST ENTL PO BOX 182381 COLUMBUS OH 43218-2381			
13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$2,114,491.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Sean M. Palmer			
19B. NAME OF CONTRACTOR Energetic Materials & Products, Inc.		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY (b)(6)		20C. DATE SIGNED 09/09/2021	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of the Contracting Officer)			

Section B - Supplies or Services/Prices

CLINs/SLINs

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	<p>The Contractor shall provide the necessary personnel and facilities to conduct the research effort as described in Section C.</p> <p>QTY: 1 Unit: LO</p> <p>Award Type: Cost-plus-fixed-fee</p> <p>Total Estimated Cost: \$1,989,173.00</p> <p>Fixed Fee: \$125,318.00</p> <p>Completion Form</p> <p>Product/Service Code: AC13</p>				2,114,491.00
000101	<p>ACRN: AA</p> <p>(Qty:0 and Amt: \$200,000.00)</p>		LO		
000102	<p>ACRN: AA</p> <p>(Qty:0 and Amt: \$1,000,000.00)</p>		LO		
0002	<p>Option 1: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C.</p> <p>QTY: 1 Unit: LO</p> <p>Award Type: Cost-plus-fixed-fee</p> <p>Total Estimated Cost: \$211,176.00</p> <p>Fixed Fee: \$13,304.00</p> <p>Term Form</p> <p>Amount: \$224,480.00</p> <p>(Option Line Item)</p> <p>Product/Service Code: AC13</p>				0.00
0003	<p>Option 2: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C.</p> <p>QTY: 1 Unit: LO</p> <p>Award Type: Cost-plus-fixed-fee</p> <p>Total Estimated Cost: \$131,165.00</p> <p>Fixed Fee: \$8,263.00</p> <p>Completion Form</p> <p>Amount: \$139,428.00</p> <p>(Option Line Item)</p> <p>Product/Service Code: AC13</p>				0.00
0004	<p>Option 3: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C.</p> <p>QTY: 1 Unit: LO</p> <p>Award Type: Cost-plus-fixed-fee</p> <p>Total Estimated Cost: \$178,487.00</p> <p>Fixed Fee: \$11,245.00</p> <p>Completion Form</p> <p>Amount: \$189,732.00</p> <p>(Option Line Item)</p> <p>Product/Service Code: AC13</p>				0.00
0005					0.00

N00014-21-C-2025 BASE

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Option 4: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C. QTY: 1 Unit: LO Award Type: Cost-plus-fixed-fee Total Estimated Cost: \$352,044.00 Fixed Fee: \$22,179.00 Completion Form Amount: \$374,223.00 (Option Line Item) Product/Service Code: AC13				
0006	The Contractor shall provide data and reports in accordance with Exhibit A. Award Type: Cost-plus-fixed-fee Fixed Fee: \$0.00 Completion Form (Not Separately Priced) Product/Service Code: AC13	1	LO		NSP

The total amount of the base and exercised options is \$2,114,491.00.

The total potential amount for this action is \$3,042,354.00.

Section C - Description/Specifications

ONR- Safeguarding Covered Defense Information and Cyber Incident Reporting

1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response:

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

ONR- Statement of Work

The Contractor shall conduct the effort under CLIN(s) 0001 and 0006 in accordance with Attachment Number 1, Statement of Work, entitled Low Observable / No Collateral Damage Neutralization of Underwater Mines and Waterborne Improvised Explosive Devices and Exhibit A, Contract Data Requirements List.

If Option 1 is exercised, the Contractor shall conduct the effort under CLIN(s) 0002 and 0006 in accordance with Attachment Number 1, Statement of Work, entitled, Low Observable / No Collateral Damage Neutralization of Underwater Mines and Waterborne Improvised Explosive Devices, and Exhibit A, Contract Data Requirements List.

If Option 2 is exercised, the Contractor shall conduct the effort under CLIN(s) 0003 and 0006 in accordance with Attachment Number 1, Statement of Work, entitled, Low Observable / No Collateral Damage Neutralization of Underwater Mines and Waterborne Improvised Explosive Devices, and Exhibit A, Contract Data Requirements List.

If Option 3 is exercised, the Contractor shall conduct the effort under CLIN(s) 0004 and 0006 in accordance with Attachment Number 1, Statement of Work, entitled, Low Observable / No Collateral Damage Neutralization of Underwater Mines and Waterborne Improvised Explosive Devices, and Exhibit A, Contract Data Requirements List.

If Option 4 is exercised, the Contractor shall conduct the effort under CLIN(s) 0005 and 0006 in accordance with Attachment Number 1, Statement of Work, entitled, Low Observable / No Collateral Damage Neutralization of Underwater Mines and Waterborne Improvised Explosive Devices, and Exhibit A, Contract Data Requirements List.

ONR- Key Personnel

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this instruction.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance, sixty (60) days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

John Granier and Dennis Wilson

ONR- Acknowledgement of Sponsorship

(a) As used in DFARS 252.235-7010, 'Acknowledgement of Support and Disclaimer,' "material" also includes but is not limited to, news releases, letters to the editor, articles, abstracts, manuscripts, brochures, advertisements, photos, films, videos, slides, charts, graphs, drawings, speeches, trade association meetings, symposia, etc.

(b) Nothing in the foregoing shall affect compliance with the requirements of the clauses of this contract entitled "Disclosure of Information" (252.204-7000) and "Security Requirements" (FAR 52.204-2 and Alternate I) if such clause is a part of the contract

(c) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

ONR- Research Does Not Involve Human Subjects, Animals, or Recombinant or Synthetic Nucleic Acid Molecules

The work to be performed under this contract, including any related subcontracts, does not include research involving human subjects, animals, or recombinant or synthetic nucleic acid molecules. If the Contractor or any of its subcontractors intends to perform work under this contract involving human subjects, animals, or recombinant or synthetic nucleic acid molecules, such work may not commence unless and until all required approvals have been obtained (e.g. HRPO review for human subject research) and the Contracting Officer has issued a written modification to the contract adding the new work to the statement of work and incorporating as applicable DFARS 252.235-7004, DFARS 252.235-7002, and National Institutes of Health guidelines. The Government will not reimburse or otherwise pay for work performed in violation of this requirement.

Section D - Packaging and Marking

ONR- Packaging and Marking

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

ONR- Report Preparation

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005 (R2010), entitled, "Scientific and Technical Reports - Preparation, Presentation and Preservation".

[NOTE: All National Information Standards Organization (NISO) American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>.]

(a) All scientific and technical reports delivered pursuant to the terms of this contract shall identify units of measurement in accordance with the International System of Units (SI) commonly referred to as the "Metric System". Conversion to U.S. customary units may also be given where additional clarity is deemed necessary. Guidance for application of the metric system is contained in the American Society of Testing Materials document entitled "Standard Practice for Use of the International System of Units (The Modernized Metric System)" (ASTM Designation E380-89A).

(b) This provision also applies to journal article preprints, reprints, commercially published books or chapters of books, theses or dissertations submitted in lieu of a scientific and/or technical report.

Section E - Inspection and Acceptance

ONR- Award Inspection and Acceptance

Inspection and acceptance of the reports and/or other deliverables under this contract will be accomplished by the COR/Program Officer designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance. If the contract includes a Not-Separately-Priced (NSP) CLIN(s) that is/are to be delivered before the current end date in the period of performance, the contractor shall use a receiving report in WAWF as a Material Inspection and Receiving Report in lieu of a DD Form 250 for each NSP CLIN due before the end of the current period. Otherwise, the receiving report required for the final report in Exhibit A can include the final report and any other NSP CLINs due at the same time.

FAR 52.246-9 Inspection of Research and Development (Short Form). (APR 1984)

Section F - Deliveries or Performance

ONR- Period of Performance

The effort performed under CLIN(s) 0001 and 0006 shall be conducted from 09/09/2021 through 09/08/2023.

If Option 1 is exercised, the effort performed under CLIN(s) 0002 and 0006 shall be conducted from the date of Option exercise through 4 months.

If Option 2 is exercised, the effort performed under CLIN(s) 0003 and 0006 shall be conducted from the date of Option exercise through 4 months.

If Option 3 is exercised, the effort performed under CLIN(s) 0004 and 0006 shall be conducted from the date of Option exercise through 4 months.

If Option 4 is exercised, the effort performed under CLIN(s) 0005 and 0006 shall be conducted from the date of Option exercise through 6 months.

CLIN(s)/SLIN(s) will be delivered as follows:

Item/Sub Number	Item Description	Delivery Code	Delivery Address	Period of Performance (if applicable)	Delivery No Later Than (if applicable)
0001	The Contractor shall provide the necessary personnel and facilities to conduct the research effort as described in Section C. QTY: 1 Unit: LO	N00014	Office of Naval Research Attn: Brian Almquist (Code 32) 875 North Randolph Street Arlington VA 22203	9/9/2021 - 9/8/2023	
0002	Option 1: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C. QTY: 1 Unit: LO	N00014	Office of Naval Research Attn: Brian Almquist (Code 32) 875 North Randolph Street Arlington VA 22203		
0003	Option 2: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C. QTY: 1 Unit: LO	N00014	Office of Naval Research Attn: Brian Almquist (Code 32) 875 North Randolph Street Arlington VA 22203		
0004	Option 3: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C. QTY: 1 Unit: LO	N00014	Office of Naval Research Attn: Brian Almquist (Code 32) 875 North Randolph Street Arlington VA 22203		
0005	Option 4: The Contractor shall furnish the necessary personnel and facilities to conduct the research effort as described in Section C. QTY: 1 Unit: LO	N00014	Office of Naval Research Attn: Brian Almquist (Code 32) 875 North Randolph Street Arlington VA 22203		
0006	The Contractor shall provide data and reports in accordance with Exhibit A.	N00014	Office of Naval Research Attn: Brian Almquist (Code 32) 875 North Randolph Street Arlington VA 22203	9/9/2021 - 9/8/2023	09/08/2023

1) Any request for a period of performance extension shall be submitted in writing to the Contracting Officer and Contracting Officer Representative (COR)/Program Officer no later than sixty (60) days prior to the expiration of the contract to allow the Government time to consider, and if approved, process the request. Requests submitted less than sixty (60) days prior to the expiration of the contract may be rejected and not processed by the Government.

2) The request shall include (a) Contract Number, (b) Contract Line Item number (CLIN) associated with the extension, (c) current expiration date of the CLIN associated with the extension, (d) revised date for which the extension is requested, (e) the name of the COR associated with this contract and his/her Program Code, (f) the rationale as to why the extension is required, (g) status of the remaining task(s) to be completed during the extension period, (h) plan of action for completing the effort, and (i) evidence of sufficient funding under the CLIN to ensure remaining task(s) may be completed during the extension.

ONR- Distribution of Invention Disclosures and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of the contract to Office of Naval Research, Corporate Counsel (Code 07) with a copy to the Administrative Contracting Officer. The invention disclosures can either be mailed to Office of Naval Research, Department of the Navy, Corporate Counsel (Code 07), 875 North Randolph Street, Arlington, VA 22203-1995 or e-mailed to ONR.NCR.BDCC.list.invention.reports@navy.mil. The Corporate Counsel will

provide a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

ONR- Place of Delivery

All deliverable items (e.g., prototypes and software stated in Section B, and reports and data listed in the DD1423) shall be F.O.B. Destination.

FAR 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

Section G - Contract Administration Data

ONR- Procuring Office Representative

In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Negotiator -- Contract Negotiator -- Elizabeth Amare, CODE 252, (P) (703) 696-6680, Email: elizabeth.amare@navy.mil

(If initial response to contract negotiator's email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to onr_Code252ProcurementTech@navy.mil,.)

Inspection and Acceptance – Brian Almquist, Code 32, (P) (703) 696-3351, Email: brian.almquist@navy.mil

Security Matters – ONR 54, ONR.NCR.BD043.list.Security-Division@navy.mil ; Attn: Ms. Yezabeth Cuevas

Patent Matters – Mr. John Forrest, ONR 07, (P) (703) 696-4000, Email: ONR.NCR.BDCC.list.invention.reports@navy.mil

ONR- Contract Administration Delegation

In accordance with FAR 42.202, the contracting officer delegates all contract administration functions listed in FAR 42.302(a).

The Contractor is advised to direct all inquiries concerning administration of this contract to the Administrative Contracting Officer designated in Block 6 of the Standard Form 26 of this contract.

ONR- Award Distribution (JULY 2015)

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award form used:

Distribution:	SF 26	SF 30	SF 33	SF 1449	DD1155
Contractor	See Block 7	See Block 8	See Block 15A	See Block 17a	See Block 9
Program Office	See Block 11 or Section G	See Block 6	See Block 11 or Section G	See Block 15	See Block 14
Administrative Contracting Office	See Block 6	See Block 7	See Block 24	See Block 16	See Block 7

Payment Office	See Block 12	See Block 14	See Block 25	See Block 18a	See Block 15
Auditor	See Section G	See Section G	See Section G	See Section G	See Section G

ONR- Type of Award

This is a Cost-plus-fixed-fee completion type contract.

ONR- Financial Accounting Data

ACRN	List of Item/Sub Number (LI#)	Line of Accounting (LOA)	Total Amount
AA	000101, 000102	1711319 W3F3 255 00014 0 050120 2D 000000 A00005975358	\$1,200,000.00
Total Obligated Amount			\$1,200,000.00

ONR- Allotment of Funds

It is hereby understood and agreed that this contract will not exceed a total amount of \$2,114,491.00; including an estimated cost of \$1,989,173.00 and a fixed fee of \$125,318.00.

The total amount presently available for payment and allotted to CLIN 0001 of this contract is \$1,200,000.00; including an estimated cost of \$1,128,880.00 and a fixed fee of \$71,120.00. It is estimated that the amount allotted of \$1,200,000.00 will cover the period from date of award through 10/26/2022.

ONR- Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

- (a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.
- (b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.
- (c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

ONR- Award Notification/Distribution

Office of Naval Research (ONR) award and modification documents are available via the Department of Defense (DoD) Electronic Document Access System (EDA) within the Procurement Integrated Enterprise Environment (PIEE)(<https://piee.eb.mil/>).

EDA is a Web-based system that provides secure online access, storage and retrieval of awards and modifications to DoD employees and vendors (including contractors and recipients).

ONR creates an award notification profile for every award prior to the execution of the award using email addresses provided in the proposal or application. The notification profile will use the email address from the Business Point of Contact in the proposal to notify the recipient of an award.

If your organization needs to correct the EDA notification profile for an ONR award, please contact us at the following email address: ONR.NCR.BD024.list.HQ@navy.mil.

The following information should be provided:

- a. Email Subject: EDA Award Notification Change Request;
- b. ONR Award Number
- c. The new email address to be added to the EDA award notification profile.
- d. First name
- e. Last name
- f. Organization

IMPORTANT: In some cases, EDA notifications are appearing in recipients' Junk Email folder. If you are experiencing issues receiving EDA notifications, please check your junk email. If found, please mark EDA notifications as "not junk."

EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate accounts.

ONR- Payment Instructions

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table located at

https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

ONR- Refunds/Overpayments

Refunds owed to the Government in accordance with any provision (e.g. paragraph (h) of FAR 52.216-7, paragraph (d) of FAR 52.232-25) of this contract must be remitted through the Department of Treasury's website, www.pay.gov. Instructions necessary for using [pay.gov](http://www.pay.gov) for refunds to ONR awards can be found at <https://www.onr.navy.mil/en/work-with-us/manage-your-award/manage-contract-award>. Once the contractor completes and submits the refund form through [pay.gov](http://www.pay.gov), the contractor will receive an email from the system confirming the submission. This system-generated email from [pay.gov](http://www.pay.gov) must be forwarded to both the Administrative Contracting Officer and the Contracting Officer.

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions. (DEC 2018)

(a) *Definitions.* As used in this clause-

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

Payment request and receiving report are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

[Enter "Invoice and Receiving Report (Combo) for Fixed Price Line Items that require a shipment of a deliverable"]

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

[Enter either Invoice 2in1 or the applicable invoice and receiving report document type(s) for fixed price line items for services.]

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00014
Admin DoDAAC**	S4402A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	S4402A
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA44F
Other DoDAAC(s)	Not Applicable

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(** Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the

payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report*. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

Contractor must include the email address of the assigned COR referenced in the award when submitting invoices.

(g) *WAWF point of contact*. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

For WAWF Vendor support, please contact the WAWF Help Desk (disa.ogden.esd.mbx.cscassig@mail.mil; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (<http://www.dfas.mil/contractorsvendors/dodaacsvc.html>); for additional assistance, please contact ONR.NCR.BD021.list.all@navy.mil.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

ONR- Technical Direction

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or duly authorized representative. Technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

(1) Assign additional work under the contract;

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of the work statement which is not affected by the disputed technical direction.

Section I - Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>

(End of clause)

Clauses Included by Reference

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (JUN 2020)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
FAR	52.203-7	Anti-Kickback Procedures. (JUN 2020)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (JUN 2020)
FAR	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)
FAR	52.204-13	System for Award Management Maintenance. (OCT 2018)
FAR	52.204-18	Commercial and Government Entity Code Maintenance. (AUG 2020)
FAR	52.204-19	Incorporation by Reference of Representations and Certifications. (DEC 2014)
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (JUL 2018)
FAR	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020)
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
FAR	52.215-2	Audit and Records - Negotiation. (JUN 2020)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)
FAR	52.215-12	Subcontractor Certified Cost or Pricing Data. (JUN 2020)
FAR	52.215-14	Integrity of Unit Prices. (JUN 2020)
FAR	52.215-15	Pension Adjustments and Asset Reversions. (OCT 2010)
FAR	52.215-17	Waiver of Facilities Capital Cost of Money. (OCT 1997)
FAR	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
FAR	52.215-19	Notification of Ownership Changes. (OCT 1997)
FAR	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (JUN 2020)
FAR	52.215-23	Limitations on Pass-Through Charges. (JUN 2020)
FAR	52.216-8	Fixed Fee. (JUN 2011)
FAR	52.219-8	Utilization of Small Business Concerns. (OCT 2018)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (NOV 2020)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (SEP 2016)
FAR	52.222-37	Employment Reports on Veterans. (JUN 2020)

Clause Database	Clause Number	Clause Title
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
FAR	52.222-50	Combating Trafficking in Persons. (OCT 2020)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
FAR	52.227-1	Authorization and Consent. (JUN 2020) -- Alternate I (APR 1984)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)
FAR	52.227-10	Filing of Patent Applications - Classified Subject Matter. (DEC 2007)
FAR	52.228-7	Insurance - Liability to Third Persons. (MAR 1996)
FAR	52.232-9	Limitation on Withholding of Payments. (APR 1984)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-20	Limitation of Cost. (APR 1984)
FAR	52.232-22	Limitation of Funds. (APR 1984)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt Payment. (JAN 2017) - Alternate I (FEB 2002)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-3	Protest After Award. (AUG 1996) - Alternate I (JUN 1985)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.242-1	Notice of Intent to Disallow Costs. (APR 1984)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-4	Certification of Final Indirect Costs. (JAN 1997)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate V (APR 1984)
FAR	52.244-5	Competition in Subcontracting. (DEC 1996)
FAR	52.245-1	Government Property. (JAN 2017)
FAR	52.245-9	Use and Charges. (APR 2012)
FAR	52.246-23	Limitation of Liability. (FEB 1997)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004)
FAR	52.249-14	Excusable Delays. (APR 1984)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)
DFARS	252.201-7000	Contracting officer's representative. (DEC 1991)
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)
DFARS	252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights. (SEP 2013)
DFARS	252.204-7000	Disclosure of information. (OCT 2016)
DFARS	252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced. (APR 2020)
DFARS	252.204-7003	Control of government personnel work product. (APR 1992)
DFARS	252.204-7006	Billing instructions. (OCT 2005)
DFARS	252.204-7009	Limitations on the use or disclosure of third-party contractor reported cyber incident information. (OCT 2016)
DFARS	252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. (JAN 2021)
DFARS	252.204-7020	NIST SP 800-171 DoD Assessment Requirements. (NOV 2020)
DFARS	252.205-7000	Provision of information to cooperative agreement holders. (DEC 1991)
DFARS	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (MAY 2019)
DFARS	252.211-7007	Reporting of Government-Furnished Property. (AUG 2012)
DFARS	252.211-7008	Use of Government-assigned Serial Numbers. (SEP 2010)
DFARS	252.215-7002	Cost estimating system requirements. (DEC 2012)
DFARS	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)
DFARS	252.223-7002	Safety precautions for ammunition and explosives. (MAY 1994)
DFARS	252.223-7003	Change in place of performance - ammunition and explosives. (DEC 1991)

Clause Database	Clause Number	Clause Title
DFARS	252.225-7012	Preference for certain domestic commodities. (DEC 2017)
DFARS	252.225-7048	Export-Controlled Items. (JUN 2013)
DFARS	252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. (OCT 2020)
DFARS	252.226-7001	Utilization of Indian organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns. (APR 2019)
DFARS	252.227-7013	Rights in technical data-Noncommercial items. (FEB 2014)
DFARS	252.227-7016	Rights in bid or proposal information. (JAN 2011)
DFARS	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)
DFARS	252.227-7027	Deferred ordering of technical data or computer software. (APR 1988)
DFARS	252.227-7030	Technical data - withholding of payment. (MAR 2000)
DFARS	252.227-7037	Validation of restrictive markings on technical data. (SEP 2016)
DFARS	252.227-7039	Patents - reporting of subject inventions. (APR 1990)
DFARS	252.231-7000	Supplemental cost principles. (DEC 1991)
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports. (DEC 2018)
DFARS	252.232-7010	Levies on Contract Payments. (DEC 2006)
DFARS	252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration. (APR 2020)
DFARS	252.235-7010	Acknowledgment of support and disclaimer. (MAY 1995)
DFARS	252.242-7005	Contractor business systems. (FEB 2012)
DFARS	252.242-7006	Accounting system administration. (FEB 2012)
DFARS	252.243-7002	Requests for equitable adjustment. (DEC 2012)
DFARS	252.244-7000	Subcontracts for Commercial Items. (JAN 2021)
DFARS	252.244-7001	Contractor purchasing system administration. (MAY 2014)
DFARS	252.245-7001	Tagging, labeling, and marking of government-furnished property (APR 2012)
DFARS	252.245-7002	Reporting Loss of Government Property. (JAN 2021)
DFARS	252.245-7003	Contractor Property Management System Administration. (APR 2012)
DFARS	252.245-7004	Reporting, Reutilization, and Disposal. (DEC 2017)
DFARS	252.246-7008	Sources of Electronic Parts. (MAY 2018)
DFARS	252.247-7023	Transportation of supplies by sea. (FEB 2019)

Clauses Included by Full Text

FAR 52.216-7 Allowable Cost and Payment. (AUG 2018)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award

type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

FAR 52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require performance of CLIN(s) 0002, 0003, 0004, and 0005, identified in the Schedule as Options 1, 2, 3, and 4, respectively, and delivery of related data under CLIN 0006 at the estimated prices stated in the Schedule. The Contracting Officer may exercise an option by written notice to the Contractor any time prior to the start of the performance period for each option as stated in Section F. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months. All options may run concurrently with the base effort and with other tasks.

(End of clause)

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (MAR 2020)

(a) *Definition.* See 13 CFR 126.103 for the definition of HUBZone.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) *Limitations on subcontracting.* The Contractor shall spend-

(1) For services (except construction), at least 50 percent of the cost of personnel for contract performance on its own employees or employees of other HUBZone small business concerns;

(2) For supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, on the concern or other HUBZone small business concerns;

(3) *For general construction-*

(i) At least 15 percent of the cost of contract performance to be incurred for personnel on its own employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel on concerns that are not HUBZone small business concerns; or

(4) For construction by special trade contractors-

(i) At least 25 percent of the cost of contract performance to be incurred on its own employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel on its own employees or on a combination of its own employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel on concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [Insert either 'zero' or the dollar amount agreed to during negotiations.] or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.227-11 Patent Rights-Ownership by the Contractor. (MAY 2014)

(a) As used in this clause-

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means-

- (1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or
- (2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights* (1) *Ownership*. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License*. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) *Contractor's obligations*. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) *Government's rights-(1) Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention-

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest.* (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as

responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) *Special provisions for contracts with nonprofit organizations.* If the Contractor is a nonprofit organization, it shall-

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.* [Complete according to agency instructions.]

(k) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

FAR 52.244-2 Subcontracts. (JUN 2020)

(a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

FAR 52.244-6 Subcontracts for Commercial Items. (JUL 2021)

(a) *Definitions.* As used in this clause-

Commercial item and *commercially available off-the-shelf item* have the meanings contained in Federal Acquisition Regulation (FAR)2.101.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

(iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(vi) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vii) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(ix) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(x) 52.222-35, Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212(a)).

(xi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiv)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-55, Minimum Wages under Executive Order 13658 (NOV 2020), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

FAR 52.252-4 Alterations in Contract. (APR 1984)

Portions of this contract are altered as follows: Revisions or supplements after issuance of the solicitation or contract award will occur via amendment or modification.

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

DFARS 252.204-7012 Safeguarding covered defense information and cyber incident reporting. (DEC 2019)

(a) *Definitions.* As used in this clause-

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is-

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (*i.e.*, other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any

security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD-

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall-

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to-

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

DFARS 252.211-7003 Item unique identification and valuation. (MAR 2016)

(a) *Definitions.* As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means-

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
_____	_____

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
_____	_____

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD

serially managed nonreparables as specified in Attachment Number _____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology-International symbology specification-Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology-EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology-EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.
- (2) Embedded items shall be reported by one of the following methods-
 - (i) Use of the embedded items capability in WAWF;
 - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
 - (iii) Via WAWF as a deliverable attachment for exhibit line item number _____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall

include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

DFARS 252.223-7007 Safeguarding sensitive conventional arms, ammunition, and explosives. (SEP 1999)

(a) *Definition.* "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Nomenclature	National stock number	Sensitivity/category
Class 1.1D high explosives (e.g. Comp b)	None	3
Detonators & ignitors	None	3
Class 1.4G energetic materials (e.g. thermite, reactive materials)	None	4

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

DFARS 252.227-7017 Identification and assertion of use, release, or disclosure restrictions. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data-Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or Computer Software to be furnished with restrictions*

[]

Basis for assertion**

[]

Asserted rights category***

[]

Name of person asserting restrictions****

[]

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain.

The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

DFARS 252.235-7011 Final scientific or technical report. (DEC 2019)

The Contractor shall-

(a) Submit an electronic copy of the approved final scientific or technical report, not a summary, delivered under this contract to the Defense Technical Information Center (DTIC) through the web-based input system at <https://discover.dtic.mil/submit-documents/> as required by DoD Instruction 3200.12, DoD Scientific and Technical Information Program (STIP). Include a completed Standard Form (SF) 298, Report Documentation Page, in the document, or complete the web-based SF 298.

(b) For instructions on submitting multi-media reports, follow the instructions at <https://discover.dtic.mil/submit-documents/>

(c) Email classified reports (up to Secret) to dtic.belvoir.da.mbx.tr@mail.smil.mil. If a SIPRNET email capability is not available, follow the classified submission instructions at <https://discover.dtic.mil/submit-documents/>.

(End of clause)

DFARS Deviations 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020) (DEVIATION 2020-O0015)

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract—

(1) An unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(iii) Uses a ground control system or operating software developed in the People’s Republic of China or by an entity domiciled in the People’s Republic of China; or (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People’s Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—

(i) In the People’s Republic of China; or

(ii) By an entity domiciled in the People’s Republic of China.

(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Number	Title	Number of Pages
Exhibit A	Contract Data Requirements Lists (CDRLs)	4
Enclosure 1	Instructions for Distribution	2
1	Statement of Work (SOW)	8
2	Contracting Officer's Representative Designation Letter	5

ENCLOSURE NUMBER 1
CONTRACT DATA REQUIREMENTS LIST
INSTRUCTIONS FOR DISTRIBUTION

DISTRIBUTION OF TECHNICAL REPORTS AND FINAL REPORT
(A SF 298 must accompany the final report)

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/ LIMITED AND CLASSIFIED
Program Officer: Brian Almquist ONR Code 32 E-Mail: brian.almquist@navy.mil	N00014	1	1
Administrative Contracting Officer*	S4402A	1	1
Director, Naval Research Lab Attn: Code 5596 4555 Overlook Avenue, SW Washington, D.C. 20375-5320 E-mail: reports@library.nrl.navy.mil	N00173	1	1
Defense Technical Information Center 8725 John J. Kingman Road STE 0944 Ft. Belvoir, VA 22060-6218 E-mail: tr@dtic.mil	HJ4701	1	1

* Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

ELECTRONIC SUBMISSIONS OF TECHNICAL REPORTS IS PREFERRED AND ENCOURAGED. ELECTRONIC SUBMISSION SHOULD BE SENT TO THE E-MAIL ADDRESSES PROVIDED IN THE ABOVE TABLE, HOWEVER PLEASE NOTE THE FOLLOWING:

- Only Unlimited/Unclassified document copies may be submitted by e-mail.
- Unclassified/Limited has restricted distribution and a classified document (whether in its entirety or partially) is to be distributed in accordance with classified material handling procedures.
- Electronic submission to DIRECTOR, NAVAL RESEARCH LAB, shall be unclassified/unlimited reports and 30 pages or less. If unclassified and more than 30 pages, hardcopies of reports must be mailed.
- Electronic submission to DTIC shall be unclassified/unlimited reports. If submission is for limited documents please send them in on a disk or sign up for DTIC's web-based document submission system at <http://www.dtic.mil>. DTIC prefers .pdf, .tif, and .ps files; however, other formats will also be accepted. **NOTE:** DTIC can no longer accept the following file types via email: password protected, zipped or compressed files, file with the extensions: *.vbs, *.cmd, *.exe, *.bat, *.com, *.mp3, *.eml and *.dll.

If the Program Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Program Officer.

DISTRIBUTION OF PROGRESS REPORTS, which are NOT, Technical Reports

The minimum distribution for reports that are not technical reports is as follows:

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/ LIMITED AND CLASSIFIED
Program Officer: Brian Almquist ONR Code 32 E-Mail: brian.almquist@navy.mil Office of Naval Research 875 North Randolph St. Arlington, VA 22203-1995	N00014	1	1
Administrative Contracting Officer*	S4402A	1	1

*Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.

Statement of Work for Low Observable / No Collateral Damage Neutralization of Underwater Mines and Waterborne Improvised Explosive Devices



Prepared for:
Office of Naval Research
One Liberty Center
875 North Randolph Street, Suite 1091
Mine Warfare & Ocean Engineering Programs (Code 32)
Arlington, VA 22203-1995

Prepared by:
Energetic Materials & Products, Inc
1413 Brandi Ln
Round Rock, TX 78681

1.0 Scope

The Contractor shall design and develop; fabricate; assemble; integrate and test a mine countermeasure technology that is capable of operating in a deep water environment. The Contractor shall be responsible for providing all of the necessary resources to execute this contract including: Program Management, Engineering and Prototype fabrication, integration and testing resources. The Contractor shall manage all subcontractor(s) utilized for the contract and ensure that all appropriate contractual requirements have been flowed down to the subcontractor(s). The Contractor is responsible for coordinating with the Government on the requirements for any Government Furnished Information/Government Furnished Equipment/Government Furnished Facilities necessary to meet the requirements of this contract.

2.0 Requirements

2.1 Base Program

2.1.1 Define Prototype Requirements, Target Detail and CONOPS

- a. The contractor shall conduct a project kick-off /Post Award Conference (PAC) with the team of engineering leads, key technology personnel, key sub-contractors and the Government program team.
- b. Along with the customer, the contractor will develop a set of mechanical and electrical requirements for the prototype to match customer predictions for storage, shipping, installation by ROV, and operation. Weapon System Explosives Safety Review Board (WSESRB) requirements will also be considered to minimize testing and approval time during transition to product phase.
- c. Along with the customer, the contractor will develop a list of existing mine targets. This list will be subcategorized based on complexity and likelihood of engagement. The contractor will establish common target details such as case wall thickness and explosive formulation that will need to be represented in the targets of this program.
- d. The contractor shall conduct a risk management assessment to define technology risks and their impacts (schedule, cost, and performance).
- e. The contractor shall generate a Monthly status report in accordance with the customer requirements.
- f. As required, the contractor shall host Technical Interchange Meetings with the team of engineering leads, key technology personnel, key sub-contractors and the Government program team.

2.1.2 Modeling and Simulation to Support Experiments

- a. The contractor shall conduct a series of simulations to predict and understand technology projectile impact responses. Results will lead to an iterative design approach of multiple projectiles to transition into fabrication for live experiments in future tasks.
- b. The contractor shall conduct a series of simulations to predict and understand reactive material initiation of mine explosives. Studies will consider multiple reactive material formulations and small range of mass, volume, and reaction time (burn rate).
- c. The contractor shall conduct a series of simulations to predict and understand explosive reactions to cause low-order mine case failure. Studies will include a parametric evaluation of multiple mine case shapes, wall thicknesses, volumes, and explosive formulations.

2.1.3 Small-scale Experiments to Validate Critical Functions

- a. The contractor shall complete design of a 20lb cased explosive target to simulate critical features of underwater mines.
- b. The contractor shall complete designs of technology subsystems along with fixtures and launch systems required for testing.
- c. The contractor shall procure the required materials to fabricate, assemble and integrate the targets and technology subsystems.
- d. The contractor shall conduct experiments of the technology against small-scale surrogate explosive targets in air in establish fundamental engineering data. Small-scale experiments will provide a means of rapid fabrication and testing for fast iteration of target and technology features to optimize the low-order response of the target and to improve reliability.
- e. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.4 Large-Scale Experiments to Evaluate Mine Neutralization Technology

- a. The contractor shall complete design of 200-500lb cased explosive targets referred to as an Engineered Surrogate Mine (ESM) to simulate critical features of underwater mines. A sectional ESM will be designed with a 10-20lb explosive mass and the remaining volume will be Filler E as a mechanical property simulant for Comp B.
- b. The contractor shall revise designs as necessary of technology subsystems along with fixtures and launch systems required for testing.
- c. The contractor shall procure the required materials to fabricate, assemble and integrate the targets and technology subsystems.
- d. The contractor shall conduct experiments of the technology against sectional ESM targets in air in establish fundamental engineering data. Large-scale experiments will provide necessary data of the effects that mine scaling may have on the technology function. Technology designs will be modified as necessary between experiments to optimize the low-order response of the target and to improve reliability.
- e. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.5 Develop Command Line Single-Signal Prototypes

- a. The contractor shall incorporate technology subsystem designs into compact cannister-style prototypes that can be initiated by a simple electrical signal command line for continued laboratory testing.
- b. The contractor shall procure the required materials to fabricate, assemble and integrate the command line prototypes.
- c. The contractor shall design and conduct experiments to isolate certain aspects of the prototypes such as:
 1. Steel mine case penetration
 2. Explosive material penetration depth
 3. Launch ignition sequence and timing
 4. Cannister recoil or detachment

2.1.6 Command Line Prototype Testing Against HE Proxy Mine in Air

- a. The contractor shall revise prototype designs as necessary to enable testing with large-scale explosive targets and to optimize the low-order response of the target and to improve reliability.

- b. The contractor shall procure the required materials to fabricate, assemble and integrate the targets and prototypes for experiments.
- c. The contractor shall conduct experiments of the command line prototypes against sectional ESM targets in air. Technology designs and prototype features will be modified as necessary between experiments to optimize the low-order response of the target and to improve reliability.
- d. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.7 Prototype Testing Against Sectional ESM in Shallow Water

- a. The contractor shall revise prototype designs as necessary to enable underwater testing with large-scale explosive targets.
- b. The contractor shall procure the required materials to fabricate, assemble and integrate the targets and prototypes for experiments.
- c. The contractor shall conduct experiments of the command line prototypes against sectional ESM targets in shallow water ponds. Technology designs and prototype features will be modified as necessary between experiments to optimize the low-order response of the target and to improve reliability.
- d. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.8 Prototype Testing Against Sectional ESM at Quarry Depth

- a. The contractor shall revise prototype designs as necessary to enable underwater testing with large-scale explosive targets at quarry depths.
- b. The contractor shall procure the required materials to fabricate, assemble and integrate the targets and prototypes for experiments.
- c. The contractor shall design, fabricate, and implement equipment and procedures capable of lowering and suspending targets and prototypes pretest for command line initiation. The contractor shall design, fabricate, and implement equipment and procedures to collect and analyze target fragments post-test.
- d. The contractor shall conduct experiments of the command line prototypes against sectional ESM targets at 150ft quarry depth. Technology designs and prototype features will be modified as necessary between experiments to optimize the low-order response of the target and to improve reliability.
- e. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.9 WSESRB Compatible Initiation System Integration and Function Testing

- a. The contractor and consultants will design an initiation system to include an igniter, electronic or mechanical safe locks, power supply (such as a battery), and a communication device or a timer. The objective is to design the system to meet WSESRB requirements in advance.
- b. The contractor shall procure initiation subsystem components and assemble as necessary.
- c. The contractor shall conduct benchtop testing of initiation components to verify critical features to meet WSESRB requirements and to evaluate critical features to interface and function the technology prototypes.

2.1.10 WSESRB Compatible Prototype Testing Against HE Proxy Mine in Shallow Water

- a. The contractor shall revise prototype designs as necessary to enable underwater testing with large-scale explosive targets.

- b. The contractor shall procure the required materials to fabricate, assemble and integrate the targets and prototypes for experiments.
- c. The contractor shall conduct experiments of the WSESRB compatible prototypes against full HE targets in shallow water ponds.
- d. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.11 Assess Attachment Mechanism Technologies

- a. The contractor shall investigate attachment mechanisms and generate an analysis of alternatives based on features, functions, and outcomes.
- b. A small set of attachment mechanisms will be down-selected for fabrication and procurement.
- c. The contractor will design benchtop experiments to evaluate the implementation, attachment methods, and attachment strength of the down-selected technologies.
- d. Successful attachment technologies may be incorporated into cannister prototype designs of earlier tasks for testing against explosive targets.

2.1.12 OPTION 1: Additional Small-scale Experiments to Validate Critical Functions

- a. The contractor shall procure the required materials to fabricate, assemble and test additional 20lb cased explosive targets. These tests will refine the designs and/or collect more engineering data as necessary.
- b. The contractor shall conduct experiments of the technology against small-scale surrogate explosive targets in air in establish fundamental engineering data. Small-scale experiments will provide a means of rapid fabrication and testing for fast iteration of target and technology features to optimize the low-order response of the target and to improve reliability.
- c. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.13 OPTION 2: Additional Command Line Prototype Testing Against HE Proxy Mine in Air

- a. The contractor shall procure the required materials to fabricate, assemble and test additional Sectional ESM in air. These tests will refine the designs and/or collect more engineering data as necessary.
- b. The contractor shall conduct experiments of the command line prototypes against sectional ESM targets in air. Technology designs and prototype features will be modified as necessary between experiments to optimize the low-order response of the target and to improve reliability.
- c. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.14 OPTION 3: Additional Prototype Testing Against Sectional ESM at Quarry Depth

- a. The contractor shall procure the required materials to fabricate, assemble and test additional command line-initiated prototypes against the sectional spherical and/or cylindrical ESMs in 150ft of water. These tests will refine the designs and/or collect more engineering data as necessary.
- b. The contractor shall conduct experiments of the command line prototypes against sectional ESM targets at 150ft quarry depth. Technology designs and prototype features will be modified as necessary between experiments to optimize the low-order response of the target and to improve reliability.

- c. The contractor shall generate all required Test Plans, Procedures and Test Reports.

2.1.15 OPTION IV: Additional WSESRB Compatible Prototype Testing Against HE Proxy Mine in Shallow Water

- a. The contractor shall procure the required materials to fabricate, assemble and test full HE proxy mines in shallow water ponds at the Energetic Materials Research and Testing Center (EMRTC). These tests will refine the designs and/or collect more engineering data as necessary.
- b. The contractor shall conduct experiments of the WSESRB compatible prototypes against full HE targets in shallow water ponds.
- c. The contractor shall generate all required Test Plans, Procedures and Test Reports.

3.0 Deliverables:

3.1 Base Contract Deliverables:

The Contractor shall provide the following deliverable items under the Base contract:

Item	Frequency	Description
Progress Reports	Monthly	<ul style="list-style-type: none"> - Technical data including, but not limited to, test design and setup, test matrices, test results, test asset design/construction, tested energetic and/or reactive material formulations, component and assembly drawings. - Monthly program financials including, but not limited to, monthly expenses, cost to date, and remaining funding.
Government Property List	Annually (each June 30 th)	List government property acquired and provided to contractor.

Options Contract Deliverables:

The Contractor shall provide the following deliverable items under each contract Option executed (*NOTE: When options run concurrently with base contract, deliverables may be combined with Base contract deliverables*):

Item	Frequency	Description
Progress Reports	Monthly	<ul style="list-style-type: none"> - Technical data including, but not limited to, test design and setup, test matrices, test results, test asset design/construction, tested energetic and/or reactive material formulations, component and assembly drawings. - Monthly program financials including, but not limited to, monthly expenses, cost to date, and remaining funding.
Government Property	Annually (each June 30 th)	List government property acquired and provided to contractor.

List	30 th)	provided to contractor.
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Combined Base & Option Contract Deliverables:

The Contractor shall provide the following deliverable items at the end of the contract and shall encompass both the Base and Option periods:

Item	Frequency	Description
Final Report	One time (end of contract)	Program summary and review of technical data developed over the course of the program including lessons learned and recommended improvements sections.
Lo-No Effector Prototype Technical Data Package	One time (end of contract)	<p>A Technical Data Package (TDP) for the Lo-No Effector Prototype will be generated and provided. A single TDP will be generated at the end of the technical effort. The TDP will be of a device of a TRL & MRL level comparable to the final device tested at the end of the technical effort. The TDP will include, but is not limited to:</p> <ul style="list-style-type: none"> - product description and architecture - product components, assemblies, and sub-assemblies - 3D models - 2D part and assembly drawings - associated lists - inert material specifications - reactive/energetic material specifications - fuzing/ignitor specifications - conditions of use (environments) and operating and usage scenarios - operating and usage procedures - relevant standards - assembly procedures - quality provisions - health and safety procedures - packaging details - images and/or videos.

Government Property List	One time (end of contract)	Final list of government property acquired and provided to contractor.
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CONTRACTING OFFICER'S REPRESENTATIVE
DESIGNATION LETTER

Date: July 2021

From: Sean Palmer, Code 25 Contracting Officer
To: Brian Almquist, Code 32 Program Officer

Subj: Designation as Contracting Officer's Representative
COR)

Ref: (a) FAR 1.602
(b) DFARS 201.602-2
(c) DFARS PGI 201.602-2
(d) ONRINST 4205.2D

1. Pursuant to references (a) through (d), you are hereby designated as the Contracting Officer's Representative (COR) for the administration of the following contract/order:

Contract Number: N00014-21-C-2025

For: Low Observable / No Collateral
Damage Neutralization of Underwater Mines and
Waterborne Improvised Explosive Devices

Name of Contractor:
Energetic Materials & Products, Inc.

Contract Period: 24 months

2. You are authorized by this designation to take action with respect to the following:

a. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications.

b. Perform acceptance for the Government of services performed under this contract. You are the designated Government Official to receive and accept invoices for payment (only for non-Cost contracts) via iRAPT. You are advised that invoices that you are required to review and accept shall be reviewed as to completeness, accuracy and

in accordance with the contract as awarded and by signing the acceptance, you are attesting that the invoice is valid and accurate.

c. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contract shall be signed as "Contracting Officer's Representative" and a copy shall be furnished to the contracting officer.

d. Monitor the contractor's performance; notify the contractor of deficiencies observed and direct appropriate action to effect correction. Record and report to the PCO incidents of faulty or nonconforming work, delays or problems.

3. You are not empowered to award, agree to or sign any contract (including delivery orders) or contract modifications or in any way obligate the payment of money by the Government. You may not take any action which may affect contract or delivery order schedules, funds or scope. The Procuring Contracting Officer (PCO) shall make all contractual agreements, commitments or modifications that involve price, quantity, quality, delivery schedules or other terms and conditions of the contract.

4. You may be personally and financially liable for unauthorized acts.

5. You may not re-delegate, re-designate or transfer your COR authority.

6. You must meet the qualification requirements established in this instruction for the specific type of standard (A, B or C).

7. This designation as a COR shall remain in effect through the life of the contract, unless revoked sooner in writing by the PCO. If you are to be reassigned or to be separated from Government service, you shall notify the PCO sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the PCO.

8. You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of this contract and to dispose of such records as directed by the PCO. As a minimum, the COR file must contain the following:

- a. A copy of COR File Checklist, NAVONR 4205/3
- b. A copy of your letter of appointment from the PCO, or any amendments thereto.
- c. A copy of the contract or the appropriate part of the contract and all contract modifications.
- d. A copy of the applicable quality assurance surveillance plan (QASP). (Applies to Services Type contracts)
- e. All correspondence pertaining to this contract, including Memorandums of Record for meetings, contractor discussions, etc.
- f. The names and position titles of individuals who serve as Key Personnel on the contract. The PCO must approve all Key Personnel.
- g. A record of inspections performed and results (as applicable).
- h. Memoranda for record or minutes of any pre-performance conferences (as applicable).
- i. Memoranda for record of minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.
- j. Documentation pertaining to your acceptance of performance of services, including reports and other data.

9. All Government personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R sets forth standards of conduct for all personnel directly and indirectly involved in contracting.

10. A COR who may have direct or indirect financial interest which would place the COR in a position where there is a conflict between the COR's private interests and public interests of the United States shall advise the supervisor and PCO of the conflict so the appropriate actions may be taken. COR's shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's conduct of business with the private sector.

11. As a COR you must file an OGE Form 450 "Confidential Financial Disclosure Report". This form is used to report financial interests as well as other interests outside the Government. The purpose of this report is to assist employees in avoiding conflicts between duties and private financial interests or affiliations.

12. The letter of designation must be signed by the PCO and yourself. You and your supervisor should retain copies of the executed letter of designation. The original executed letter of designation must be retained in the PCO's contract file and your copy in the COR contract file. The executed letter of designation constitutes certification for performance of your responsibilities for the time period specified under the specific contract, task or delivery order. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7-R.

13. If you have any questions regarding this nomination, please contact the undersigned Contracting Officer at (703) 696-0942, or e-mail at sean.m.palmer@navy.mil.

PALMER.SEAN Digitally signed by
.M.1232248919 PALMER, SEAN.M.1232248919
Date: 2021.08.16 08:37:32
+04'00'

Contracting Officer

COR ACKNOWLEDGEMENT:

I have read, understand and shall comply with the COR Appointment Letter and the Joint Ethics Regulation DOD 5500.7R. I have completed and provided evidence of the required training.

I understand that the above duties will be added to my performance objectives and be evaluated during my rating period. I also understand that I do not have the authority to obligate the government.

COR Name: Brian Almquist Date: _____

Title: Program Officer Code 32 Phone: (703) 696-3351

E-mail: Brian.Almquist@navy.mil

Signature: ALMQUIST.JOHN.B.1 229361046

Digitally signed by
ALMQUIST.JOHN.B.1229361046
Date: 2021.07.28 11:43:37 -04'00'

Note: Please sign one copy of this memorandum in the space provided, and return to the Contracting Officer/Contract Specialist, who will upload it into the CORT Tool.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING UNRATED		PAGE OF PAGES 1 47	
2. CONTRACT (Proc. Inst. Ident.) NO. N00014-21-C-2025				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300907421	
5. ISSUED BY Office of Naval Research (BD252) Elizabeth Amare (703) 696-6680 elizabeth.amare@navy.mil 875 N. Randolph Street Arlington VA 22203-1995		CODE N00014		6. ADMINISTERED BY (If other than Item 5) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		CODE S4402A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) Energetic Materials & Products, Inc. Attn: Richard Johnson 1413 BRANDI LANE ROUND ROCK TX 786814101				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 4EWG8		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Sec. G	
11. SHIP TO/MARK FOR The Office of Naval Research Attn: Brian Almquist, Code 32 brian.almquist@navy.mil 875 North Randolph Street Arlington, VA 22203		CODE N00014		12. PAYMENT WILL BE MADE BY DFAS COLUMB WEST ENTL PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$2,114,491.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	47
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	7		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	9		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	14				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) DENNIS WILSON				20A. NAME OF CONTRACTING OFFICER Sean M. Palmer			
19B. NAME OF CONTRACTOR Energetic Materials & Products, Inc. BY (b)(6)			19C. DATE SIGNED 9 Sept 2021	20B. UNITED STATES OF AMERICA PALMER, SEAN.M. BY 1232248919			20C. DATE SIGNED Digitally signed by PALMER, SEAN.M. 1232248919 Date: 2021.09.09 15:01:53 -04'00'
(Signature of person authorized to sign)				(Signature of the Contracting Officer)			